

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule contract number(s) GS-35F-4027D, the contractor ASAP Software Express, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with the Space and Naval Warfare Systems Command.

1. Contract Items. The following contract items can be ordered under this BPA. All orders places against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
The entire Novell MLA product list for licenses and maintenance to be updated monthly	The negotiated GSA Schedule Price Table minus any administrative fee required by the department of the Navy
Novell Premium Support	GSA Schedule price List plus any administrative fee required by the Department of the Navy

2. Scope of Blanket Purchase Agreement. This BPA is entered into in order to support the Department of the Navy, US Marine Corps, US Coast Guard and other DOD activities as authorized by the Contracting Officer managing the BPA.

3. Delivery

DESTINATION	DELIVERY SCHEDULE DATES
F.O.B. Destination – to be specified on each delivery order	1 – 30 days ARO, or as negotiated on each delivery order

4. Volume of Purchases. The government estimates, but does not guarantee, that the volume of purchases through this agreement will be approximately \$10,000,000.00.

5. Obligation of Funds. This BPA does not obligate any funds. The placement of delivery orders under FAR 8.4 or the use of a Government-wide purchase card issued under FAR part 13 and agency regulations obligates funds.

6. BPA Expiration. The BPA expires at the end of the GSA FSS contract period.

7. Acquisition, Contracting, and Technical Fee. All line items shall incorporate two (2) percent for the BPA Acquisition, Contracting, and Technical (ACT) Fee. The Contractor shall collect these fees and forward them to the Financial Management Office (FMO) at the address found in paragraph 1.25, using a check made payable to the "Treasurer of the United States". Remittance of the ACT Fee shall be made on a calendar quarterly basis (i.e., January-March, April-June, July-September, and October-December), or as directed by the DON IT Umbrella Program Manager and is due 30 days following the completion of the reporting period.

8. Report of Sales. A Report of Sales shall accompany the remittance of the ACT Fees to enable verification of the ACT Fee amount rendered. Submission of the Report of Sales shall be made on a calendar quarterly basis, or as otherwise requested by the PMO. The ACT Fee Report of Sales is due 30 days following the completion of the reporting period. In addition, a copy of the Report of Sales shall be forwarded to the PMO.

9. BPA Execution. The DON IT Umbrella Program through a SPAWAR Contracting Officer will execute the BPA. Any warranted Contracting Officer in the Department of the Navy, including the US Marine Corps and the U.S. Coast Guard, may place orders under this BPA. This BPA will also support Foreign Military Sales (FMS).

10. Invoicing. The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified on the delivery orders issued against the BPA.

11. Delivery Tickets. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

12. EDI Process. The Contractor shall support the EDI process as it applies to issuing, processing, distributing, invoicing, and finalizing delivery orders.

13. ITEC Direct. This acquisition vehicle will be placed in the Navy's ITEC Direct system as part of the DON's Information Technology Electronic Commerce (ITEC). The contractor shall insure that the data and information obtained through ITEC Direct is current, accurate and complete.

14. Reports and Documentation. For all delivery orders, the Contractor shall provide the PMO with a Status Report. This report shall contain information on deliveries, accomplishments, and problem issues. The submission of the Status Report shall be made on a calendar quarterly basis (i.e., January-March, April-June, July-September, and October-December), or as otherwise requested by the PMO. The report is due 30 days following the completion of the reporting period.

15. Standards. The Contractor shall follow the generally appropriate standards for each delivery order. All deliverables shall comply with the appropriate Publicly Available Standards

(PAS) (e.g., TIA, EIA, ANSI, IEEE, and ISO) and the applicable DOD information technology standards and architectures published in the Department of the Navy's Center For Architectures and Standards.

16. ITSG Compliance Clause. All products or services that are ITSG compliant shall include a notice of DON CIO preferred product status in the BLIN description of the product. The Contractor shall identify to the DON IT Umbrella Program Manager all products and services offered under this BPA that are not ITSG compliant within three months of each revision to the ITSG.

17. Year 2000 Compliance. Any and all hardware, software and firmware delivered under this contract shall be year 2000 Compliant. "Year 2000 compliant means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with such software products properly exchanges date/time data with them. This warranty does not extend to: (i) correction of errors in data entry or data conversion made by the Licensee, or by any end-users working for or on behalf of the Licensee, (ii) data made available for processing to a Y2K Warranted Product which has not been stored and correctly entered in the four digit date format (e.g., entry of the year 2002 as "2002" instead of "02") used the Y2K Warranted Product, or (iii) results attributable to use by the Licensee, or by any end-users working for or on behalf of the Licensee, of user customizable features within any Y2K Warranted Product (such as macros, custom programming and formatting features).

18. Most Favored Customer Prices. The prices in this BPA shall be at least as low as the prices under any other GSA FSS or BPA vehicle. If, at any time, prices under any other GSA FSS or BPA vehicle become lower than the prices in this BPA, this BPA will be modified to include the lower price.

19. Fast Payment. The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (AUG 1988) are incorporated in this Agreement. The clause is provided in full text below:

(a) General. Invoices will be paid on the basis of the Prime Contractor's delivery to a post office or common carrier (or, in shipment by other means, to the point of first receipt by the Government.)

(b) Responsibility for supplies. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specific destination. If shipment is by means other than Postal Service or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, order or blanket purchase agreement, the Prime Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Prime Contractor shall either replace, repair, or correct those supplies promptly at the Prime Contractor's expense, but only if instructions to do so are furnished by the Contracting Officer within 180 days from the date title

to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery of supplies to a post office or common carrier, (or in shipments by other means, the point of first receipt by the Government) the Prime Contractor shall prepare an invoice as provided in this contract, order or blanket purchase agreement. In addition, the invoice shall be prominently marked "FAST PAY."

(2) If the purchase price excludes the cost of transportation, the Prime Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Prime Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three years and to furnish the bills to the Government when requested for audit purposes.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report on a prescribed form, the Prime Contractor has the option of either preparing the receiving report on the prescribed form or including the following information on the invoice, in addition to that required in subparagraph (c)(1) above:

(i) A statement in prominent letters "NO RECEIVING REPORT PREPARED."

(ii) Shipment number.

(iii) Mode of shipment.

(iv) At line item level, (A) national stock number and/or manufacturer's part number, (B) unit of measure, (C) Ship-To Point, (D) Mark-For Point if in contract, and (E) FEDSTRIP/MILSTRIP document number if in contract.

(4) If this contract, order or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the invoice will include information at the line item level in addition to that required in subparagraph (c)(1) above:

(i) Ship-To-Point.

(ii) Mark-For-Point.

(iii) FEDSTRIP/MILSTRIP document number if in contract, in addition to that required in subparagraph (c)(1) above.

Where a receiving report is not required, a copy of the invoice will be included in each shipment.

(d) Certification of invoice. The Prime Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. All outer shipping containers shall be marked "FAST PAY." (End of clause)

20. Payment Addresses.

ASAP Software Express
P. O. Box 95414
Chicago, IL 60694-5414

Bank Name: Harris Trust and Savings Bank
ABA Routing #: 0710-0028-8
Account#: 1606623

21. Suspension. There may be occasions where the Government may suspend ordering (by BLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

22. Teaming Agreements. The BPA holder agrees to enter into a teaming agreement with other contractors providing integration solutions for Department of the Navy customers. The license and support prices shall be at or below the MLA discounted prices in this BPA.

23. Contracting Officer's Representative (DEC 91) (DFARS 252.201-7000.)

(a) Definition. "Contracting Officer's Representative" means an individual designated in accordance with subsection 201.602-02 of the Defense Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) Designation. The Contracting Officer designates Peggy L. Harpe as the Contracting Officer's Representative.

24. The BPA Points of Contact.

Contracting Office:

Point of Contact:

Naval Inventory Control Point
Code 0272.15, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Terri S. Baxter
Phone: (717) 605-2003
Fax: (717) 605-4600
Email: Terri_S_Baxter@icpmech.navy.mil

Procuring Contracting Officer (PCO):

Naval Inventory Control Point
Code 0272
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Rod Klinger
Phone: (717) 605-3824
Fax: (717) 605-4600
Email: Rodney_L_Klinger@icpmech.navy.mil

Program Management Office (PMO):

Program Manager (PM):

DON IT Umbrella Program Mgt. Office
SPAWAR Systems Center San Diego
Code D829
53560 Hull Street
San Diego, CA 92152-5001

PM: Peggy Harpe
Phone: (619) 524-9644
Fax: (619) 524-9678
Email: harperp@spawar.navy.mil

or Alternate Point of Contact:

DON IT Umbrella Program Mgt. Office
SPAWAR Systems Center San Diego
Code D829
53560 Hull Street
San Diego, CA 92152-5001

POC: Barbara Johnson
Phone: (619) 524-9607
Fax: (619) 524-9678
Email: barbaraj@spawar.navy.mil

Financial Management Office (FMO):

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Bldg V-53
Attn: J. Rightmeyer
P. O. Box 1376
Norfolk, VA 23501-1376

If overnight or express mail is used, the correct address is:

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Bldg V-53
Attn: J. Rightmeyer
9456 Fourth Avenue
Norfolk, VA 23511-2130

FMO: Jakki Rightmeyer
Phone: (757) 445-1493
Fax: (757) 445-2103
Email: rightmej@spawar.navy.mil

Customer Point of Contact:

(To be specified on each order.)